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ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

27036-BBBB  
RECORDATION NO. \_\_\_\_\_ FILED

June 11, 2009

JUN 11 '09 -3 4 5 PM

**SURFACE TRANSPORTATION BOARD**

Anne K. Quinlan, Esq.  
Acting Secretary  
Surface Transportation Board  
395 "E" Street, S.W.  
Washington, D.C. 20423-0001

Re: TRIP 21st Funding

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale and Assignment and Assumption Agreement, dated as of June 11, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Security Agreement being filed with the Board under Recordation Number 27036-ZZZ.

The names and addresses of the parties to the enclosed document are:

Buyer/Assignee: TRIP Rail Leasing LLC  
2525 Stemmons Freeway  
Dallas, Texas 75207

Seller/Assignor: Trinity Industries Leasing Company  
2525 Stemmons Freeway  
Dallas, Texas 75207

Anne K. Quinlan, Esq.  
June 11, 2009  
Page 2

A description of the railroad equipment covered by the enclosed document is:

96 railcars:

TILX 110486 – TILX 110495  
TILX 135920 – TILX 135969  
TILX 200891 – TILX 200929 (not inclusive)  
TILX 263120 – TILX 263161 (not inclusive)

A short summary of the document to appear in the index is:

Bill of Sale and Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm  
Enclosures

JUN 11 '09

-3 4 5 PM

**BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT****SURFACE TRANSPORTATION BOARD**

TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation (the "Seller"), in consideration of the Purchase Price set forth on Schedule A and other good and valuable consideration given by TRIP Rail Leasing LLC, a Delaware limited liability company (the "Buyer"), under the Purchase and Sale Agreement (the "Purchase and Sale Agreement") dated as of June 27, 2007 among the Seller and the Buyer, at or before the execution and delivery of these presents, and receipt of which is hereby acknowledged, does hereby (i) grant, bargain, sell, transfer, assign and set over unto the Buyer and its successors and assigns all right, title, and interest of the Seller, in and to (x) certain Railcars set forth on Exhibit A and (y) any Leases related thereto set forth on Exhibit B and (z) other certain assets set forth on Exhibit C and (ii) assign all of its right, title and interest in and to all warranties or representations made or given to the Seller with respect to the Railcars by the manufacturer thereof. The Buyer hereby assumes, and agrees it is unconditionally bound in respect of, as of the date hereof, all duties and obligations of the Seller under the Leases.

To have and to hold all and singular the rights to such Railcars and such Leases to the Buyer and its successors and assigns for their own use and behalf forever.-

The Seller hereby warrants to the Buyer and its successors and assigns that, at the time of delivery of the Railcars and the assignment and assumption of such Leases, the Seller has legal and beneficial title thereto and good and lawful right to sell and otherwise convey such Railcars and to assign such Leases, and such Railcars and such Leases are free and clear of all Liens (other than Permitted Liens); provided, that the Seller covenants that it will defend forever such title to such Railcars and such Leases against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Liens) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the delivery of such Railcars and the assignment of such Leases by the Seller hereunder. Notwithstanding the provisions above and its and the Buyer's intent that the Seller grant, bargain, sell, transfer, assign and set over to the Buyer all right, title and interest of the Seller in such Railcars and such Leases, as a precaution only, in the event of any challenge to this Bill of Sale as being in the nature of an absolute sale or assignment rather than a financing, the Seller hereby also grants the Buyer a security interest in such Railcars and such Leases. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Purchase and Sale Agreement provide that this Bill of Sale and Assignment Agreement is other than a grant, bargain, sale, transfer, assignment and set over to the Buyer of all right, title and interest of the Seller in such Railcars and such Leases.

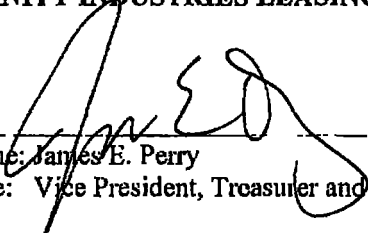
Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in the Purchase and Sale Agreement.

THIS BILL OF SALE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE (INCLUDING SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES). THIS BILL OF SALE HAS BEEN DELIVERED IN THE STATE OF NEW YORK.

\* \* \*

IN WITNESS WHEREOF, the Seller and the Buyer have caused this instrument to be executed in its name, by a duly authorized officer on the 11<sup>th</sup> day of June, 2009.

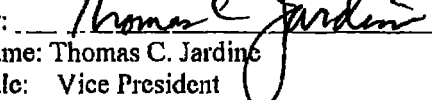
**TRINITY INDUSTRIES LEASING COMPANY**

By:   
Name: James E. Perry  
Title: Vice President, Treasurer and Asst Secretary

**TRIP RAIL LEASING LLC**

By: TRIP Rail Holdings LLC, its Managing Member

By: Trinity Industries Leasing Company, its  
Manager

By:   
Name: Thomas C. Jardine  
Title: Vice President

**ACKNOWLEDGMENT**

STATE OF Texas )

COUNTY OF Dallas )

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared James E. Perry, who upon oath, acknowledged himself to be Vice President, Treasurer and Assistant Secretary of TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation, and that s/he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption Agreement for the purposes therein contained by signing the name of the corporation by her/himself as such officer of TRINITY INDUSTRIES LEASING COMPANY.

WITNESS my hand and official seal this 11<sup>th</sup> day of June, 2009.

Danielle Henderson  
Notary Public

MY COMMISSION EXPIRES: 6/9/2012



**ACKNOWLEDGMENT**

STATE OF Texas )

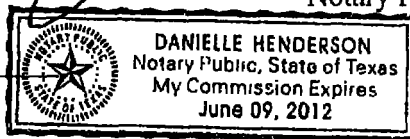
COUNTY OF Dallas )

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Thomas C. Jardine, who upon oath, acknowledged himself to be a Vice President of TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation, the manager of TRIP Holdings LLC, a Delaware limited liability company, which is the managing member of TRIP Leasing LLC, a Delaware limited liability company, and that s/he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption Agreement for the purposes therein contained by signing the name of the corporation by her/himself as a such officer TRINITY INDUSTRIES LEASING COMPANY.

WITNESS my hand and official seal this 11<sup>th</sup> day of June, 2009.

Danielle Henderson  
Notary Public

MY COMMISSION EXPIRES: 6/9/2012



**SCHEDULE A**  
**to Bill of Sale and Assignment and Assumption Agreement**

**PURCHASE PRICE**

The parties consider the Purchase Price confidential and it is omitted from any filing of this Bill of Sale and Assignment and Assumption Agreement with the Surface Transportation Board or the Office of the Registrar General of Canada.

[Bill of Sale and Assignment and Assumption Agreement (TILC)]

**EXHIBIT A**

**to Bill of Sale and Assignment and Assumption Agreement**

**RAILCARS**

**[see attached]**

**TRIP RAIL LEASING LLC**  
**Close 21**

**Exhibit A**

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
1	TILX110486	36044	January-09	Tank
2	TILX110487	36044	January-09	Tank
3	TILX110488	36044	January-09	Tank
4	TILX110489	36044	January-09	Tank
5	TILX110490	36044	January-09	Tank
6	TILX110491	36044	January-09	Tank
7	TILX110492	36044	January-09	Tank
8	TILX110493	36044	January-09	Tank
9	TILX110494	36044	January-09	Tank
10	TILX110495	36044	January-09	Tank
11	TILX135920	21837	February-09	Tank
12	TILX135921	21837	February-09	Tank
13	TILX135922	21837	February-09	Tank
14	TILX135923	21837	February-09	Tank
15	TILX135924	21837	March-09	Tank
16	TILX135925	21837	March-09	Tank
17	TILX135926	21837	February-09	Tank
18	TILX135927	21837	March-09	Tank
19	TILX135928	21837	March-09	Tank
20	TILX135929	21837	March-09	Tank
21	TILX135930	21837	February-09	Tank
22	TILX135931	21837	March-09	Tank
23	TILX135932	21837	February-09	Tank
24	TILX135933	21837	February-09	Tank
25	TILX135934	21837	March-09	Tank
26	TILX135935	21837	March-09	Tank
27	TILX135936	21837	March-09	Tank
28	TILX135937	21837	March-09	Tank
29	TILX135938	21837	March-09	Tank
30	TILX135939	21837	March-09	Tank
31	TILX135940	21837	February-09	Tank
32	TILX135941	21837	March-09	Tank
33	TILX135942	21837	March-09	Tank
34	TILX135943	21837	March-09	Tank
35	TILX135944	21837	March-09	Tank
36	TILX135945	21837	March-09	Tank
37	TILX135946	21837	March-09	Tank
38	TILX135947	21837	March-09	Tank
39	TILX135948	21837	March-09	Tank
40	TILX135949	21837	March-09	Tank
41	TILX135950	21837	March-09	Tank
42	TILX135951	21837	March-09	Tank
43	TILX135952	21837	March-09	Tank
44	TILX135953	21837	March-09	Tank
45	TILX135954	21837	March-09	Tank
46	TILX135955	21837	March-09	Tank



**TRIP RAIL LEASING LLC**  
**Close 21**

**Exhibit A**

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
47	TILX135956	21837	March-09	Tank
48	TILX135957	21837	March-09	Tank
49	TILX135958	21837	March-09	Tank
50	TILX135959	21837	March-09	Tank
51	TILX135960	21837	March-09	Tank
52	TILX135961	21837	March-09	Tank
53	TILX135962	21837	March-09	Tank
54	TILX135963	21837	March-09	Tank
55	TILX135964	21837	March-09	Tank
56	TILX135965	21837	March-09	Tank
57	TILX135966	21837	March-09	Tank
58	TILX135967	21837	March-09	Tank
59	TILX135968	21837	March-09	Tank
60	TILX135969	21837	March-09	Tank
61	TILX200891	1573	October-07	Tank
62	TILX200893	1573	October-07	Tank
63	TILX200895	1573	October-07	Tank
64	TILX200896	1573	November-07	Tank
65	TILX200903	1573	October-07	Tank
66	TILX200905	1573	October-07	Tank
67	TILX200906	1573	October-07	Tank
68	TILX200907	1573	November-07	Tank
69	TILX200910	1573	November-07	Tank
70	TILX200911	1573	November-07	Tank
71	TILX200912	1573	October-07	Tank
72	TILX200914	1573	November-07	Tank
73	TILX200915	1573	November-07	Tank
74	TILX200922	1573	November-07	Tank
75	TILX200923	1573	November-07	Tank
76	TILX200925	1573	November-07	Tank
77	TILX200926	1573	November-07	Tank
78	TILX200927	1573	November-07	Tank
79	TILX200929	1573	November-07	Tank
80	TILX263120	56311	January-09	Tank
81	TILX263134	56311	January-09	Tank
82	TILX263138	56311	January-09	Tank
83	TILX263146	56311	January-09	Tank
84	TILX263149	56311	February-09	Tank
85	TILX263150	56311	January-09	Tank
86	TILX263151	56311	February-09	Tank
87	TILX263152	56311	February-09	Tank
88	TILX263153	56311	February-09	Tank
89	TILX263154	56311	February-09	Tank
90	TILX263155	56311	February-09	Tank
91	TILX263156	56311	February-09	Tank
92	TILX263157	56311	February-09	Tank

**TRIP RAIL LEASING LLC**  
**Close 21**

**Exhibit A**

<b><u>ID</u></b>	<b><u>Asset Mark</u></b>	<b><u>Lessee Number</u></b>	<b><u>Build Date</u></b>	<b><u>Car Type</u></b>
93	TILX263158	56311	January-09	Tank
94	TILX263159	30952	February-09	Tank
95	TILX263160	30952	February-09	Tank
96	TILX263161	30952	February-09	Tank

[Bill of Sale and Assignment and Assumption Agreement (TILC)]

**EXHIBIT B**

**to Bill of Sale and Assignment and Assumption Agreement**

**LEASES**

**[sec attached]**

**TRIP RAIL LEASING LLC**  
**Close 21**

**Exhibit B**

<b><u>Lessee Number</u></b>	<b><u>Lessee</u></b>	<b><u>Rider Number</u></b>
30952	BRUCE FOODS CORP	3
36044	EQUA-CHLOR LLC	2
56311	HARIMA USA, INC	1
21837	KOCH SULFUR PRODUCTS CO	4
1573	SOLVAY CHEMICALS INC	2

[Bill of Sale and Assignment and Assumption Agreement (TILC)]

**EXHIBIT C**

**to Bill of Sale and Assignment and Assumption Agreement**

[None]

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

6/11/09



\_\_\_\_\_  
Robert W. Alvord